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DOCKET FILE COPY ORIGINAL

Lynn Shapiro Starr  
Executive Director  
Federal Relations

February 5, 1997

RECEIVED

FEB 5 - 1997

FEDERAL COMMUNICATIONS COMMISSION  
OFFICE OF SECRETARY

Mr. William F. Caton  
Acting Secretary  
Federal Communications Commission  
1919 M Street, NW  
Room 222  
Washington, DC 20554

Re: CC Docket 97-1, Informational Filing in Connection  
with Application by Ameritech Michigan Pursuant to  
Section 271 of the Communications Act

Dear Mr. Caton:

Enclosed please find an original plus six copies of Ameritech Michigan's filing, which contains information relevant to Ameritech Michigan's Application to Provide In-Region, InterLATA services in the State of Michigan, which was filed with the Commission on January 2, 1997, and amended on January 17, 1997. See, Revised Comment Schedule for Ameritech Michigan Application, as amended, for Authorization under Section 271 of the Communications Act to Provide In-Region, InterLATA Service in the State of Michigan, Public Notice, DA 97-127 (Common Carrier Bur. rel. January 17, 1997).

This Informational Filing includes filings that were docketed or made with the MPSC subsequent to January 16, 1997, in MPSC Case No. U-11104, which is addressing Ameritech Michigan's compliance with Section 271. These additional filings are included in Volume 4.1, Part 6.

No. of Copies rec'd  
List ABOVE

046

Mr. William F. Caton  
February 5, 1997  
Page Two

Also, attached hereto is an affidavit signed by a duly authorized employee certifying that all information supplied in the Application and this Informational Filing is true and accurate.

Please contact me if we can be of further assistance.

Sincerely,

A handwritten signature in black ink, reading "Lynn S. Starr". The signature is written in a cursive, flowing style.

Lynn S. Starr  
Executive Director - Federal Relations

cc: U.S. Department of Justice  
Michigan Public Service Commission  
International Transcription Service

Ameritech Michigan  
Michigan

Before the  
FEDERAL COMMUNICATIONS COMMISSION  
Washington, DC 20554

In the Matter of

Application of Ameritech )  
Michigan Pursuant to )  
Section 271 of the )  
Telecommunications Act )  
of 1996 to Provide )  
In-Region, InterLATA )  
Services in Michigan )

CC Docket No. 97-1

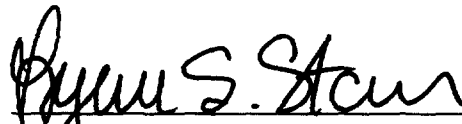
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FEDERAL COMMUNICATIONS COMMISSION  
OFFICE OF SECRETARY

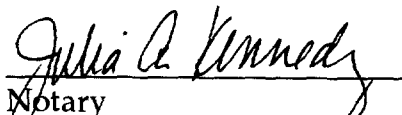
AFFIDAVIT

I hereby certify that all information supplied in Ameritech Michigan's  
Informational Filing is true and accurate.

  
Lynn S. Starr

Executive Director - Federal Relations

Subscribed and Sworn  
Before me this 5  
day of February 1997.

  
Notary

Julia A. Kennedy  
Notary Public District of Columbia  
My Commission Expires January 14, 1999

DOCKET FILE COPY ORIGINAL

Before the  
FEDERAL COMMUNICATIONS COMMISSION  
Washington, D.C. 20554

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In the Matter of )  
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Application of Ameritech )  
Michigan Pursuant to Section )  
271 of the Telecommunications )  
Act of 1996 to Provide In-Region )  
InterLATA Services in Michigan )

CC Docket No. 97-1

Volume 4.1:  
Before the  
Michigan Public Service Commission  
Case No. U-11104

Complete Docket  
Part 6

RECEIVED  
FEB 5 - 1997  
FEDERAL COMMUNICATIONS COMMISSION  
OFFICE OF SECRETARY





→ file  
cc: Bob

January 17, 1997

Ms. Dorothy Wideman  
Executive Secretary  
Michigan Public Service Commission  
P.O. Box 30221  
Lansing, MI 48909

MICHIGAN PUBLIC SERVICE  
FILED  
JAN 17 1997  
COMMISSION

MPSC Case No. U-11104

Dear Ms. Wideman:

Brooks Fiber is in the process of preparing comments for submission to the FCC with regard to Ameritech's application to provide in-region interLATA services in Michigan. In order that the MPSC should have a more complete record on which to base its recommendations to the FCC with regard to the above-referenced matter, Brooks Fiber submits the following partial listing of continuing operational and anti-competitive problems we have recently experienced with Ameritech. All of these problems have been brought to Ameritech's attention, and remain unresolved. Brooks Fiber believes that until these issues are resolved, Ameritech cannot be in compliance with the fourteen point "competitive checklist" set forth in Section 271(c)(2)(B) of the Telecommunications Act of 1996, and cannot be permitted to provide in-region interLATA services in Michigan.

Brooks Fiber recognizes that Ameritech has improved its level of service since Brooks Fiber first began to provide local exchange service in 1995. There are, however, serious continuing operational and anti-competitive issues which have a significant adverse impact on competition for local exchange service in Michigan. The following is a partial listing of continuing operational and anti-competitive problems Brooks Fiber has recently experienced with Ameritech. This is by no means an exhaustive list. A representative sampling of incident reports have also been attached.

1. Unfair competition. Brooks Fiber has received many reports of unfair competition by Ameritech. Ameritech has created a "win-back" department to target customers who have switched or are considering a switch to Brooks Fiber. Ameritech employees frequently disparage Brooks Fiber's service, telling customers that Brooks Fiber's service is inferior, or that if they switch to Brooks Fiber their service will receive less priority than with Ameritech. Brooks Fiber requests for Customer Service Records ("CSRs") are frequently passed on to Ameritech sales representatives who then contact those customers and attempt to dissuade them from switching to Brooks Fiber. Ameritech has also discouraged customers from requesting their own CSRs. Customers who have considered switching to Brooks Fiber have also informed us that Ameritech

told them that they would be dropped from directory assistance if they switched to Brooks Fiber. We have also received information that Ameritech has been attempting to sign large customers in exchanges served or about to be served by Brooks Fiber to long-term contracts. These long-term contracts have high penalties for early termination. Even when a customer decides to terminate these long-term contracts, Ameritech will frequently refuse to provide or will provide inaccurate information regarding the penalty for early termination. Ameritech has also refused to disclose or provide copies of customer contracts; either to Brooks Fiber pursuant to a signed Letter of Agency ("LOA"), or to the customer itself.

2. Tying arrangements. Ameritech has been actively marking a long-term contract for intraLATA toll services, the "Value Link" contract, to existing customers in areas served by Brooks Fiber. Value Link contracts are for intraLATA toll service only; they do not purport to restrict the customer's choice for local exchange service. However, customers that sign these Value Link contracts for intraLATA toll services are unable to switch their local exchange services to Brooks Fiber because Ameritech refuses to accept intraLATA toll traffic from Brooks Fiber. Brooks Fiber has implemented dual PIC and can route intraLATA toll calls to Ameritech. This would preserve the Value Link contract and permit competition for local exchange service. However, Ameritech claims that it has no obligation to provide intraLATA toll service and has refused to accept such calls from Brooks. Ameritech does, however, accept such calls from other independent telephone companies in Michigan. The effect of this action is to tie the provision of one type of service in one market -- intraLATA toll -- to the provision of another type of service in another market -- local exchange -- without any contractual obligation with regard to local exchange service, thereby injuring competition for both types of service.

3. Discriminatory treatment. Ameritech frequently discriminates against Brooks Fiber in providing service. Brooks Fiber must rely on Ameritech to provide it with a Firm Order Commitment ("FOC") date. Ameritech orders receive preferential FOC dates. Ameritech will provide Brooks Fiber with one FOC date and then offer the customer an earlier FOC date if they stay with Ameritech. Ameritech orders also receive priority for installations. In the event of a shortage of Ameritech technicians, Ameritech will pull employees off of Brooks Fiber jobs and reassign them to Ameritech jobs. Another form of discriminatory treatment frequently occurs with new installations. Although Ameritech will build new loops to the existing location of the Network Interface Device ("NID") and reconnect the customer side of the NID for itself without charge, it will frequently build new loops to different locations, sometimes on the opposite side of the building, and disconnect the customer side of the NID for Brooks Fiber customers, leaving them without service.

4. Failure to provide reliable Operations Support Systems ("OSS"). The poor quality of Ameritech's OSS puts Brooks Fiber at a significant competitive disadvantage. Contrary to repeated assertions by Ameritech, AMERITECH'S OSS ARE NOT RELIABLE AND DO NOT WORK AS ADVERTISED. Ameritech's OSS are so

limited and unreliable that most orders cannot be processed by OSS, and each order processed by OSS must be manually confirmed by Brooks Fiber because orders will be dropped, canceled or lost by Ameritech at random. Most recently, on January 13, 1997, Brooks Fiber failed to receive 90 FOC dates Ameritech maintains were delivered by its OSS on that date. Brooks Fiber was not even aware of, let alone using, most of the OSS described in Ameritech's 271 application to the FCC. Brooks Fiber is aware that Ameritech has blamed Brooks Fiber and other users for the poor performance of its OSS, and has even attempted to stifle criticism of its OSS by filing a libel suit in U.S. District Court over statements an AT&T executive made on its ability to process orders. However, even when Brooks Fiber has addressed its problems with Ameritech's OSS, it still does not work. The fact remains that Ameritech's OSS are simply inadequate and incomplete.

5. Failure to provide billing in electronic format. Ameritech continues to bill Brooks Fiber for unbundled services by paper invoice. These bills are voluminous and amount to approximately one foot of documentation every month. It is impossible to verify the accuracy of these bills in a timely manner. Billing must be in electronic format and coordinated with an operable OSS in order to be manageable.

6. Poor coordination of customer cutovers. Ameritech and Brooks Fiber must coordinate their cutovers in order to minimize customer down time. Brooks Fiber knows that Ameritech is capable of adequate cutover coordination because difficult cutovers have been accomplished without undue difficulty on several occasions. However, Ameritech has increased customer down time on many cutovers by cutting off service prior to the scheduled time, refusing to begin cutovers at the scheduled time, providing Brooks Fiber with inaccurate information, performing improper installations and generally refusing to cooperate (e.g., taking extended breaks in the middle of a cutover, withdrawing and reassigning personnel to work on Ameritech jobs, refusing to authorize overtime, etc.).

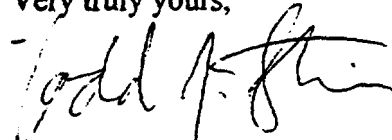
7. Missed installation dates. Ameritech will frequently fail to show up on time or at all for Brooks Fiber installations. On several occasions Ameritech also failed to show up for subsequent rescheduled installation dates. Ameritech will frequently delay installation dates by providing Brooks Fiber with inaccurate customer information or because preliminary work is not performed in a timely fashion.

8. Misinformation. Ameritech has provided Brooks Fiber with inaccurate information regarding customers and customer service and equipment. This has resulted in many unnecessary delays and additional work.

9. Refusal to provide unbundled services. Ameritech has refused to provide certain services it provides to its own customers to Brooks Fiber on an unbundled basis in spite of the fact that it is required to do so by state and federal law, and has agreed to do so in its interconnection agreement.

We will provide you with a copy of Brooks Fiber's FCC filing as soon as it becomes available. If you have any questions, please do not hesitate to call.

Very truly yours,

A handwritten signature in black ink, appearing to read "Todd J. Stein", with a stylized flourish at the end.

Todd J. Stein (P44159)  
Regulatory Specialist

Enclosures

cc: All parties of record



Order Identification	
Customer Name:	Order #
Telephone #:	
Customer Address:	

Brief Description of Problem:	
* extracted from e-mail dated 1/9/97 *	
"I received a call today from [REDACTED] the office manager of [REDACTED] [REDACTED] She told me Amentech called her today trying to win the account back, saying that Brooks service does not work and we just reuse AMI lines. Gerri said she got very confused and upset that Ameritech called her. Geri suggested that Ameritech call me and they refused. The Ameritech person's name is Jenette (616) 261-6047.	
Order Date:	Inservice Date:
Reporter's Name:	Reporting Dept:

\* extracted from e-mail dated 1/9/97 \*

"I received a call today from [REDACTED] the office manager of [REDACTED]. She told me Ameritech called her today trying to win the account back, saying that Brooks service does not work and we just reuse AMI lines. Geri said she got very confused and upset that Ameritech called her. Geri suggested that Ameritech call me and they refused. The Ameritech person's name is Jenette (616) 261-6047.



# AMERITECH INCIDENT REPORT

Order Identification	
Customer Name:	Order # N/A
Telephone #:	
Customer Address:	

[illegible]



# AMERITECH INCIDENT REPORT

Order Identification	
Customer Name:	Order #
Telephone #:	
Customer Address:	

[illegible]



Order Identification	
Customer Name:	[REDACTED] Order # [REDACTED]
Telephone #:	[REDACTED]
Customer Address:	[REDACTED]
Brief Description of Problem:	
[REDACTED]	
<p>"This order was for a new loop for our customer. This was to be a second line for the customer. She had working Ameritech service on phone number *****. When our loop was installed for phone number ***** her working Ameritech service went dead. The customer called into Brooks to find out what we had done.</p> <p>I investigated the problem with Tim at the NECC. He found that the cable pairs that had the working AMI service had been re-used for the new Brooks service. He immediately put an AMI order into the system to get the customer's AMI service working again that day.</p> <p>Tim was able to push this order through and got the customer connected that day. However, by this time, the customer was very upset. The AMI tech that was sent to the customer premises to re-install her AMI service told the customer that all of her problems were caused by Brooks."</p>	
Order Date:	Inservice Date:
Reporter's Name:	Reporting Dept:



# AMERITECH INCIDENT REPORT

**Order Identification**  
Customer Name: [REDACTED] Order # [REDACTED]  
Telephone #: [REDACTED]  
Customer Address: [REDACTED]

[illegible]



# AMERITECH INCIDENT REPORT

Order Identification	
Customer Name:	Order # Pending
Telephone #:	
Customer Address:	

Brief Description of Problem:	
<div>[REDACTED]</div>	
<p>This customer was told initially by Ameritech that, because they wanted to terminate a contract with them, the penalty would be \$400. Now, Ameritech states the termination penalty is around \$12,000. Ameritech claimed that the first person [the customer contacted] was not trained on Centrex or not in that department so did not have authorization to quote anything. The customer may even have the first quote in writing. He is quite concerned now about switching to our service because of what Ameritech is now threatening to charge him.</p>	
Order Date: Pending	Inservice Date: N/A
Reporter's Name:	Reporting Dept:

Ameritech ValueLink<sup>SM</sup> Plus Agreement

This is an agreement between \_\_\_\_\_ ("Customer") and Ameritech for ValueLink<sup>SM</sup> Plus, an optional calling plan offered under tariffs filed with the Indiana Utilities Regulatory Commission, the Michigan Public Service Commission, the Public Utility Commission of Ohio, and the Public Service Commission of Wisconsin.

Term:

The term of this Agreement commences when Customer executes this Agreement and Ameritech installs the ValueLink Plus calling plan and shall continue for the term selected by the Customer on page 2 of this Agreement.

Usage Commitment:

In the event Customer's applicable usage falls below the minimum monthly usage commitment (MMUC) level, Customer will be billed the difference between actual usage and the commitment level. If an annual usage commitment is selected, then the Customer will be billed the difference on an annual basis or at contract expiration. The annual usage commitment is only available on the 36 month term of Option B (see page 2).

Rates and Usage Commitment

ValueLink Plus service offers reduced per minute rates on specific usage when Customer agrees to a minimum usage level as specified by Customer on page 2 of this Agreement. In the event Customer's applicable usage falls below its commitment level, Customer will be billed the difference between actual usage and the commitment level. If Customer elects a minimum monthly usage commitment ("MMUC"), the difference will be billed on the next monthly bill. If Customer elects a minimum annual usage commitment ("MAUC"), Customer will be billed the difference on an annual basis or at contract expiration.

Rate Options

Customer may elect Option A or Option B on page 2 of this Agreement. Under Option B, Ameritech IntraLATA usage from Ameritech Calling Card contributes to Customer's satisfaction of its MMUC or MAUC.

OPTION A		
MMUC	18 Mos.	36 Mos.
\$50	0.14	0.12
\$100	0.13	0.11
\$250	0.125	0.105
\$500	0.12	0.10
\$1,000	0.11	0.9
\$2,500	0.10	0.8
		(.087 in OH)

OPTION B			
MMUC	18 Mos.	MAUC	36 Mos.
\$55	0.14	\$660	0.12
\$105	0.13	\$1,260	0.11
\$255	0.125	\$3,060	0.105
\$505	0.12	\$6,060	0.10
\$1,005	0.11	\$12,060	0.09
\$2,505	0.10	\$30,060	0.08
			(.087 in OH)

Early Termination:

Except as provided elsewhere in this Agreement, if Customer terminates this Agreement prior to its expiration, Customer will be billed termination liability equal to (MMUC) X (Number of months remaining in Agreement term) or (MAUC) X (Number of months remaining in Agreement term).

Satisfaction Guarantee:

Ameritech agrees to waive termination liability when Customer is a first time subscriber to ValueLink and within ninety (90) days of the ValueLink installation.

Limitations:

Customer's usage commitment is satisfied by direct dialed, station-to-station, IntraState/IntraLATA long distance usage, including Michigan zone usage, on business classes of service. ValueLink<sup>SM</sup> Plus rates do not apply to Michigan zone usage.

Liability:

The liability, if any, of Ameritech, its affiliates, successors, agents or assigns for damages to Customer or to any third party whether in negligence, tort, contract or otherwise, for any mistake, omissions, interruptions, defects, delays, errors, injuries, non-performance or performance failures of the service covered under this Agreement is limited to an amount equal to a pro rata reduction of the MMUC or MAUC, whichever is applicable.

Ameritech ValueLink<sup>SM</sup> Plus Agreement

Select one term and one usage commitment from Option A or Option B.

Post-It<sup>®</sup> brand fax transmittal memo 7871

# of pages 2

To	From
Co.	Co.
Dept.	Phone
Fax	Fax

(Does not include calling card usage)

Term: 18 months 36 months Customer Initials: \_\_\_\_\_

Monthly Usage Commitment: \_\_\_\_\_ Customer Initials: \_\_\_\_\_

\$50 \$100 \$250 \$500 \$1,000 \$2,500

Promotion Type(s): \_\_\_\_\_

OR

Option B

(Includes calling card usage)

Term: 18 months X 36 months Customer Initials: \_\_\_\_\_

Monthly Usage Commitment (18 month term only): \_\_\_\_\_

\$55 \$105 \$255 \$505 \$1,005 \$2,505

OR

Annual Usage Commitment (36 month term only): \_\_\_\_\_ Customer Initials: \_\_\_\_\_

X \$660 \$1,260 \$3,060 \$6,060 \$12,060 \$30,060

Promotion Type(s): \_\_\_\_\_

Your signature acknowledges that you understand and accept the terms and conditions for the Ameritech ValueLink Plus service and that you are authorized to make the commitment and order service for this account.

CUSTOMER

AMERITECH

Authorized Customer Signature

Authorized Ameritech Signature

Print/Type Name

Print/Type Name

DON FREEHAER

Title

Date

Date

616-245-0517

Account Number (include area code)



# AMERITECH INCIDENT REPORT

Order identification  
Customer Name: [REDACTED] Order # [REDACTED]  
Telephone #: [REDACTED]  
Customer Address: [REDACTED]

[illegible]



**Order Identification**  
Customer Name: [REDACTED] Order #: [REDACTED]  
Telephone #: [REDACTED]  
Customer Address: [REDACTED]

[REDACTED]

Customer was in hospital and needed phone service by the time she was released. Brooks Customer Care department asked that the order be expedited.

On the morning of 12/13/96 the customer called to cancel her order—apparently she got installed with Ameritech quicker. Ameritech initially told us that they couldn't install her any earlier than 12/17/96. The order was cancelled and Brooks Dispatch and Provisioning were notified.

Order Date: 12/12/96 Inservice Date: N/A

**Order Date: 12/12/96**

Inservice Date: N/A



Brief Description of Problem:	
<p>[REDACTED]</p>	
<p>"This customer was scheduled to cut today at 10am. Due to Ameritech having problems of their own, they have pulled all their technicians to work on their stuff.</p>	
<p>On 1/6/97 at 10:15am Ameritech notified us that there was no technician scheduled to cut the ISLIC. Doug at Ameritech checked with his boss but called back to say the cut wasn't going today because of excessive trouble problems--it needs to be rescheduled."</p>	
Order Date:	Inservice Date:





Order Identification	
Customer Name:	[REDACTED] Order # [REDACTED]
Telephone #:	[REDACTED]
Customer Address:	[REDACTED]

Order Date:	[REDACTED]	Inservice Date:	[REDACTED]
Reporter's Name:	[REDACTED]	Reporting Dept:	[REDACTED]



# AMERITECH INCIDENT REPORT

Order Identification			
Customer Name:	N/A	Order #	N/A
Telephone #:			
Customer Address:			

[illegible]

[illegible]

[illegible]